

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



L25JW216

LD5

04/04/2013

#106

COMPANIES HOUSE

1

Company details

Company number

0 4 5 7 8 0 7 9

Company name in full

Celsa (Wales) Limited (the **Chargor**)

8

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 7 0 3 2 0 1 3

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Security Agreement (the **Deed**) dated 27 March 2013 between, amongst
others, the Chargor and the Security Agent, as defined below

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Obligor to any Original
Creditor under any Secured Document (other than a
Burdale Document (as defined in the Intercreditor
Agreement) or an ABL Document), except for any
obligation or liability which, if it were so
included, would result in the Deed contravening any
law (including section 678 or section 679 of the
Companies Act 2006) (the **Secured Liabilities**)

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland PLC (the **Security Agent**)

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see continuation sheets

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the Security</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Liabilities,</p> <p>(iii) is created subject to the terms of the Intercreditor Agreement, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 or, in relation to any rights or assets situated in Scotland or otherwise governed by Scots law, with absolute warrandice</p> <p>(b) If the Chargor assigns an agreement under the Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained</p> <p>(i) the Chargor must notify the Security Agent immediately,</p> <p>(ii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable, and</p> <p>(iii) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it</p> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Original Creditors</p> <p>(d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Deed does not affect the validity or enforceability of the Security</p> <p>1.2 Land</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any Original Property opposite its name, and</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property,

provided that, notwithstanding the foregoing, in the case of every Original Property the aforementioned legal mortgage and fixed charge shall not take effect until such time as all necessary consents to charge that Original Property in accordance with the terms of its lease (in the case of every leasehold Original Property) and to register such charge at the Land Registry (including compliance with restrictions entered on the Register of Title relating to any Original Property) have been obtained, as appropriate, from landlords, superior landlords, existing mortgagees and other third parties

- (b) A reference in the Deed to any freehold or leasehold property includes

- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants

1.3 Investments

- (a) The Chargor charges by way of a first equitable mortgage

- (i) all shares in any member of the Wider Group (excluding for the avoidance of doubt McMahon) owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 2 (Security Assets) of the Deed opposite its name, and
- (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf

- (b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes

- (i) any dividend, interest or other distribution paid or payable,
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

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(iii) any right against any clearance system, and

(iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

1.5 Credit balances

(a) The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each General Account

(b) The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each Receipts Account

1.6 Insurances

(a) The Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its insurances and all of its rights in connection with those amounts

(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above

(c) The Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other Insurances and all of its rights in connection with those amounts

(d) A reference in this Clause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party

1.7 Other contracts

(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

(i) its Relevant Contracts,

(ii) any Inter-Company Loans,

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Short particulars	<p>(iii) any letter of credit issued in its favour, and</p> <p>(iv) any bill of exchange or other negotiable instrument held by it</p> <p>(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>(c) To the extent that they do not fall within this Clause and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party</p> <p>1.8 Intellectual property</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property rights, this includes any specified in Part 5 of Schedule 2 (Security Assets) of the Deed opposite its name</p> <p>1.9 Miscellaneous</p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>1.10 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge</p> <p>(i) all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed, and</p> <p>(ii) all of its heritable property and all other property and assets situated in Scotland or governed by Scots law whether or not effectively mortgaged, charged or assigned under the Deed</p>

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(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed over any assets into a fixed charge as regards any of the Chargor's assets specified in that notice, if

- (i) a Declared Default is outstanding,
- (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
- (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 2 (Restrictions on Dealings) of the Deed

This Clause 1 10(b) will not apply to any property, assets, rights and interests situated in Scotland or governed by the law of Scotland if and to the extent that a Receiver would not be capable of exercising its powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion

(c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986

(d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets

- (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, or
- (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)

This Clause 1 10(d) will not apply to any property, assets, rights and interests situated in Scotland or governed by the law of Scotland if and to the extent that a Receiver would not be capable of exercising its powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion

(e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

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Short particulars	<p>(f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Original Creditor under the Deed or any other Secured Document</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>The Chargor may not</p> <p>(a) create or allow to exist any Security on any of its assets, or</p> <p>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,</p> <p>except as expressly permitted under the Restructuring Agreement</p> <p>In this MG01</p> <p>2004 Handelsbanken Mortgage Facility has the meaning given to it in the Restructuring Agreement</p> <p>2006 Handelsbanken Mortgage Facility has the meaning given to it in the Restructuring Agreement</p> <p>2008 Handelsbanken Mortgage Facility has the meaning given to it in the Restructuring Agreement</p> <p>ABL Document means</p> <p>(a) each ABL Facility Agreement,</p> <p>(b) each ABL Security Document,</p> <p>(c) each document that has been designated a Finance Document under and as defined in each ABL Facility Agreement (other than the ING Facility Agreement), and</p> <p>(d) each document that has been designated a Facility Document under and as defined in the ING Facility Agreement</p> <p>ABL Facility has the meaning given to it in the Restructuring Agreement</p> <p>ABL Facility Agreement means</p> <p>(a) the Burdale Facility Agreement, or</p>	

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Short particulars

(b) the ING Facility Agreement

ABL Security Document means each Existing Security Document to which an ABL Lender is party including any substitute or replacement thereof as permitted or required under the terms of the applicable ABL Facility

ABL Lender has the meaning given to it in the Restructuring Agreement

Acceptable Bank means

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or

(b) any other bank or financial institution approved by the Restructuring Agent

Ancillary Document has the meaning given to it in the Consolidated Facilities Agreement

Ancillary Facility means each facility provided pursuant to the terms of the Ancillary Documents

Ancillary Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Ancillary Lenders" as lenders under the Ancillary Facilities

Banesto CCF Facility has the meaning given to it in the Restructuring Agreement

Banesto Chattel Mortgage has the meaning given to it in the Restructuring Agreement

Banesto Mortgage Facility has the meaning given to it in the Restructuring Agreement

Borrower means

- (a) the Chargor,
- (b) Celsa (UK) Holdings Limited,
- (c) Celsa Steel Service (UK) Limited,
- (d) Celsa Manufacturing (UK) Limited, or
- (e) BRC Limited

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Short particulars	<p>Burdale Agent has the meaning given to that term in the Intercreditor Agreement</p> <p>Burdale Document means a Finance Document as defined in the Burdale Facility Agreement</p> <p>Burdale Facility Agreement means the facility agreement dated on or about the date of this Agreement between BRC Limited and others as Borrowers and/or Guarantors, the Burdale Agent, the Burdale Security Trustee and Burdale Financial Limited as Arranger</p> <p>Burdale Security Trustee has the meaning given to that term in the Intercreditor Agreement</p> <p>Cash Equivalents means at any time</p> <ul style="list-style-type: none"> (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank, (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or the United Kingdom or by an instrumentality or agency of either of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security, (c) commercial paper not convertible or exchangeable to any other security <ul style="list-style-type: none"> (i) for which a recognised trading market exists, (ii) issued by an issuer incorporated in the United States of America or the United Kingdom, (iii) which matures within one year after the relevant date of calculation, and (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating, (d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than 30 days' notice, or 	

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Short particulars

(e) any other debt security approved by the Majority Creditors,

in each case, denominated in Sterling and to which any Obligor is alone (or together with other Obligors beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than Security Interest arising under the Security Documents)

Celsa Steel Security Document has the meaning given to it in the Restructuring Agreement

Confirming Facilities has the meaning given to it in the Restructuring Agreement

Consolidated Facilities means

- (a) the Consolidated RCF,
- (b) the Ancillary Facilities,
- (c) Facility B1, or
- (d) Facility B

Consolidated Facilities Agent has the meaning given to it in the Restructuring Agreement

Consolidated Facilities Agreement means the £75,839,463 facilities agreement dated on or about the date to this Agreement between, among others, the Obligors, the Consolidated RCF Lenders, the Ancillary Lenders and the Consolidated Facilities Agent (as amended from time to time)

Consolidated Facilities Supplemental Agreement has the meaning given to it in the Restructuring Agreement

Consolidated Facilities Total Commitments has the meaning given to it in the Restructuring Agreement

Consolidated RCF means the term loan facility made available under the Consolidated Facilities Agreement

Consolidated RCF Lender means each of the the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Consolidated RCF Lenders" as lenders under the Consolidated RCF

Creditor means

- (a) an Original Creditor, or

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Short particulars	<p>(b) any person which becomes a Party in accordance with Clause 23 2 (Creditors) of the Restructuring Agreement</p> <p>Declared Default means a Restructuring Agreement Event of Default in respect of which a Restructuring Agreement Acceleration Notice has been provided</p> <p>Effective Date has the meaning given to it in the Restructuring Agreement Second Supplemental Agreement</p> <p>Excluded Group Member means each of the companies listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Excluded Group Members"</p> <p>Existing Facility has the meaning given to it in the Restructuring Agreement</p> <p>Existing Facility Agreement has the meaning given to it in the Restructuring Agreement</p> <p>Existing Security Document means each document listed in Schedule 5 (Existing Security Documents) to the Restructuring Agreement and the Banesto Chattel Mortgage</p> <p>Facility means</p> <ul style="list-style-type: none"> (a) the Existing Facilities, (b) the Confirming Facilities, (c) the Consolidated Facilities, or (d) the WG Facility <p>Facility Agreement means any agreement constituting a Facility, as amended from time to time</p> <p>Facility B means the term loan facility made available under the Consolidated Facilities Agreement</p> <p>Facility B Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Facility B Lenders" as lenders under Facility B</p> <p>Facility B1 means the term loan facility made available under the Consolidated Facilities Agreement</p>	

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Facility B1 Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Facility B1 Lenders" as lenders under Facility B1

Fee Letter has the meaning given to it in the Restructuring Agreement

Finance Document means

- (a) The Restructuring Agreement,
- (b) the Consolidated Facilities Agreement,
- (c) the Consolidated Facilities Supplemental Agreement,
- (d) the KfW Amendment Agreement,
- (e) the KfW Facility Second Supplemental Agreement,
- (f) the WG Facility Agreement,
- (g) the Intercreditor Agreement,
- (h) the Intercreditor Agreement Supplemental Agreement,
- (i) a New Security Document,
- (j) a Super Priority Security Document,
- (k) the Subordination Agreement,
- (l) a Fee Letter,
- (m) a Ranking Agreement, or
- (n) any other document designated as such by the Restructuring Agent and the Parent

General Account means any account which the Chargor has with any person and the debt represented by that account other than the Debt Service Reserve Account (as defined in the Restructuring Agreement), the Account (as that term is defined in the charge on cash dated 3 May 2006 between Celsa Manufacturing (UK) Limited and ING Bank N V) and the Handelsbanken Rent Account (as defined in the Restructuring Agreement)

Group means the Parent and each of its Subsidiaries for the time being other than the Excluded Group Members

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Group Debenture has the meaning given to it in the Restructuring Agreement

Guarantor means

- (a) the Chargor,
- (b) Celsa (UK) Holdings Limited,
- (c) Celsa Steel Service (UK) Limited,
- (d) Celsa Manufacturing (UK) Limited,
- (e) BRC Limited,
- (f) ROM Group Limited,
- (g) ROM Limited,
- (h) ROMTECH Limited,
- (i) RFA-TECH Limited, or
- (j) RFA (Penistone) Limited

HSBC Mortgage Facility has the meaning given to it in the Restructuring Agreement

ING Facility Agreement means the multi-purpose facility agreement dated 28 November 2005 between ING Bank N V, the Parent and Celsa Manufacturing (UK) Limited (as amended from time to time)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist)

Inter-Company Loans means the loans listed in Part 4 of Schedule 2 of the Deed under the heading inter-company loans and any other loan made by one Chargor to another member of the Wider Group

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Intercreditor Agreement means the intercreditor agreement dated 23 February 2011 between, among others, the Chargor and the Security Agent, as amended and restated from time to time, including on or about the date of the Deed

Intercreditor Agreement Supplemental Agreement has the meaning given to it in the Restructuring Agreement.

KfW Amendment Agreement has the meaning given to it in the Restructuring Agreement

KfW Facility means the €135,000,000 facility made available pursuant to the terms of the KfW Facility Agreement

KfW Facility Agreement has the meaning given to it in the Restructuring Agreement

KfW Facility Second Supplemental Agreement has the meaning given to it in the Restructuring Agreement

KfW Facility Total Commitments has the meaning given to it in the Restructuring Agreement

KfW Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "KfW Lenders" as lenders under the KfW Facility

Majority Creditors means Creditors whose commitments under the Mortgage Facilities, the KfW Facility, the Consolidated Facilities and the WG Facility, aggregate $66\frac{2}{3}$ per cent or more of the Majority Creditors Total Commitments or, if the Majority Creditors Total Commitments are reduced to zero, Creditors whose commitments under these Facilities aggregated $66\frac{2}{3}$ per cent or more of the Majority Creditors Total Commitments immediately before the reduction, in each case, at the time of the request by the Restructuring Agent for that determination, decision, waiver, consent or those instructions

Majority Creditors Total Commitments means the aggregate of

- (a) the KfW Facility Total Commitments,
- (b) the Mortgage Facility Total Commitments,
- (c) the Consolidated Facilities Total Commitments, and
- (d) the WG Total Commitments

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Short particulars	<p>McMahon means BRC McMahon Reinforcements Limited, a company registered in Ireland under number 33123 and whose registered office is at Rosanna Road, Tipperary</p> <p>Mortgage Facility means</p> <ul style="list-style-type: none"> (a) the Banesto Mortgage Facility, (b) the Banesto CCF Facility, (c) the 2004 Handelsbanken Mortgage Facility, (d) the 2006 Handelsbanken Mortgage Facility, (e) the 2008 Handelsbanken Mortgage Facility, or (f) the HSBC Mortgage Facility <p>Mortgage Facility Total Commitments has the meaning given to it in the Restructuring Agreement</p> <p>Mortgage Lender means each of the financial institutions listed in Schedule 1 (Original Parties) to the Restructuring Agreement under the heading "Mortgage Lenders" as lenders under the Mortgage Facilities</p> <p>New Security Document means</p> <ul style="list-style-type: none"> (a) the Group Debenture, or (b) a Scottish Security Agreement <p>Obligor means the Parent, a Borrower or a Guarantor</p> <p>Original Creditor means</p> <ul style="list-style-type: none"> (a) a Mortgage Lender, (b) a Consolidated RCF Lender, (c) an Ancillary Lender, (d) a Facility B1 Lender, (e) a Facility B Lender, (f) a KfW Lender, or 	

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Short particulars	<p>(g) WG,</p> <p>each in its capacity as such</p> <p>Original Property means all freehold and leasehold property specified in Part 1 of Schedule 2 (Security Assets) of the Deed</p> <p>Original Stand Alone BACS Facilities has the meaning given to that term in the Intercreditor Agreement</p> <p>Parent means Celsa (UK) Holdings Limited</p> <p>Parent Share Mortgage has the meaning given to it in the Restructuring Agreement</p> <p>Party has the meaning given to it in the Restructuring Agreement</p> <p>Plant and Machinery means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles specified in Part 3 of Schedule 2 (Security Assets) of the Deed under its name together with all other plant, machinery computers, office equipment or vehicles owned by any Chargor</p> <p>Ranking Agreement has the meaning given to it in the Restructuring Agreement</p> <p>Receipts Account means each account designated as a Receipts Account by the Restructuring Agent in the name of Celsa Manufacturing (UK) Limited held with the Restructuring Agent over which the Restructuring Agent has sole signing rights</p> <p>Relevant Contract means in relation to any Chargor any agreement specified in Part 4 of Schedule 2 (Security Assets) of the Deed opposite its name and any other agreement to which the Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract</p> <p>Restructuring Agent means The Royal Bank of Scotland PLC</p> <p>Restructuring Agreement means the restructuring agreement dated 23 February 2011 between, among others, the Chargor and the Security Agent, as amended and restated from time to time, including on or about the date of the Deed</p> <p>Restructuring Agreement Acceleration Notice has the meaning given to the term "Acceleration Notice" in the Restructuring Agreement</p> <p>Restructuring Agreement Event of Default has the meaning given to the term "Event of Default" in the Restructuring Agreement</p> <p>Restructuring Agreement Second Supplemental Agreement has the meaning given to it in the Restructuring Agreement</p>	

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Scottish Security Agreement has the meaning given to it in the Restructuring Agreement

Secured Document means

- (a) a Transaction Document,
- (b) a Burdale Document
- (c) an ABL Document,
- (d) the WG Facility Agreement, or
- (e) a Stand Alone BACS Facility Agreement

Security means any security created by the Deed

Security Assets means all assets of the Chargor the subject of the Security

Security Document means

- (a) an Existing Security Document,
- (b) a New Security Document,
- (c) a Super Priority Security Document, or

any other document designated as such by the Restructuring Agent and the Parent

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Stand Alone BACS Creditor has the meaning given to that term in the Intercreditor Agreement

Stand Alone BACS Facility means

- (a) the Original Stand Alone BACS Facilities, and
- (b) each facility made available to a member of the Wider Group by a Stand Alone BACS Creditor by way of BACS or CHAPS other than pursuant to an Ancillary Facility

Stand Alone BACS Facility Agreement means a facility agreement setting out the terms of a Stand Alone BACS Facility

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Subordination Agreement has the meaning given to it in the Restructuring Agreement'

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Super Priority Scottish Security Agreement has the meaning given to it in the Restructuring Agreement

Super Priority Security Document means

- (a) the Deed,
- (b) the Super Priority Scottish Security Agreement, or
- (c) the Parent Share Mortgage

Transaction Document means

- (a) each Finance Document,
- (b) each Facility Agreement,
- (c) each Existing Security Document (other than an ABL Security Document or a Celsa Steel Security Document),
- (d) each document that has been designated a Finance Document (as defined in each Existing Facility Agreement) under each Facility Agreement, and

any other document designated as such by the Restructuring Agent and the Parent

WG means Welsh Ministers as lender under the WG Facility

WG Borrower means Celsa Manufacturing (UK) Limited in its capacity as Borrower under the WG Facility Agreement

WG Facility means the term loan facility made available by WG to the WG Borrower under the WG Facility Agreement

WG Facility Agreement means the £17,000,000 facility agreement dated on or about the Effective Date between, among others, the WG Borrower and the WG

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p data-bbox="448 421 1465 488">WG Total Commitments has the meaning given to it in the Restructuring Agreement</p> <p data-bbox="448 519 1442 555">Wider Group means each member of the Group and each Excluded Group Member</p>	

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP
on behalf of the Security Agent X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Daniel Magee

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 4183



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4578079
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27
MARCH 2013 AND CREATED BY CELSA (WALES) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ANY ORIGINAL CREDITOR ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2013

P



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**